Chris Wiseman & Mike Lewis

UPTOWN NEW ALBANY HOME ONLINE AUCTION

- 1728 FLORENCE AVENUE NEW ALBANY, IN 47150
- ONLINE BIDDING ENDS
 TUESDAY, NOVEMBER 12 @ 6PM





REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS

Address 1728 Florence Avenue, New Albany, IN 47150

This property is offered under specific terms and conditions per the printed auction bid packet and is included and adapted in a legally binding purchase agreement. If you have not read and reviewed the auction bid packet or do not completely accept the terms and conditions - do not bid.

BIDDING ONLINE - Proper and complete registration is required. All bidders must provide name, address, phone number, email address and credit card information to register. A credit card will be validated before bidding access is granted, but is not a recognized form of payment of the deposit or purchase price. By registering, all bidders acknowledge having read and agree to be bound by the Auction Terms and Conditions.

While online bidding is very popular, not everyone is entirely comfortable with the process. The Harritt Group staff is always available to assist any bidder who has questions. If you need assistance placing a bid online or prefer to submit a bid in person, please call our office for assistance @ 812-944-0217.

BUYER'S PREMIUM - A 10% buyer's premium will be added to the hammer bid price to determine the final purchase price. Example: Hammer Bid Price \$100,000 plus a 10% buyer's premium equals a contract purchase price of \$110,000.

MANNER OF PAYMENT - A 10% non-refundable down payment in the form of cash, check or wired funds are due within 24 hours following the auction with the signing of a legally binding purchase agreement. Arrangements will be made to meet with the successful bidder to execute the documents or the documents can be emailed to the successful bidder and returned by email or fax to the Harritt Group within 24 hours of the auction.

CLOSING All auctions are a cash sale and the balance of the purchase price will be due in 40 days. If the buyer chooses to obtain financing for the balance of the purchase price, completion of this transaction is *not* based upon the condition of successfully obtaining financing nor is it subject to a satisfactory appraisal, survey or inspections of any kind. All closing costs and wiring fees are the buyer's expenses.

INSPECTION - Property is being sold "As Is" with no contingencies and no warranties expressed or implied. All inspections are welcomed *prior to auction* at the buyer's expense. The buyer relies upon the condition of the property based upon their own examination and has not relied upon any statement or representation by the auctioneer or staff as to the nature or condition of the property.

FLOOD DESIGNATION - Buyer may not terminate the agreement if the property requires flood insurance or that is subject to building or use limitations by reason of the location, which materially interferes with the buyer's intended use of the property. Buyer shall pay for and be responsible for flood certification if needed. Our records indicate that the property is not in a flood zone.

EVIDENCE OF TITLE - Seller will provide merchantable title via a deed. Cost of title evidence, as desired by the buyer, to be a buyer's expense. Owner's title insurance is always strongly recommended, and that without said insurance, the buyer may have no future objections to the title, or potential losses. Buyer is accepting title subject to (1) Any recorded or unrecorded building restrictions, restrictive covenants, conditions or other use restrictions applicable to the property and (2) Any recorded, unrecorded, or visible easements for public or private use including road, utilities or others, upon which existing improvements do not encroach of which there are no violations.

SURVEY - Property is being sold without survey. All land measurements are per courthouse records.

REAL ESTATE TAXES AND ASSESSMENTS - All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by the seller either to the County Treasurer and/or the buyer in the form of a credit at closing. All taxes that have accrued for the current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the closing date. The buyer also acknowledges the seller's tax exemptions and/or credits may not be reflected on future tax bills. Buyer may apply for current-year exemptions/credits at or after closing if applicable.

POSSESSION - Seller will give possession at closing.

AUCTION END TIME - Harritt Group Online Auctions are timed events and all bidding will close at a specified time. Harritt Group Online Auctions also have an auto extend feature. Any bid placed in the final minutes of an auction will cause the auction ending to be automatically extended from the time the bid was placed. Example: If an auction scheduled to close at 6 PM receives a bid at 5:59 PM, and the extended bidding time for that auction is 10 minutes, the close time will automatically extend to 6:09 PM. The auto-extend feature remains active until no further bids are received within the specified time frame.

MAXIMUM BID Internet bidders who desire to make certain their bids are acknowledged should use the maximum bidding feature and place their maximum bid in ample time before the close of the auction. However, in the event two identical maximum bids for the same amount are placed, it is the first one received which will be given preference. The online bidder, therefore, is responsible for monitoring their bid to the close of the auction. Harritt Group will bear no liability/responsibility in case of bidder error. Bidding platform records of Auction Mobility and the Harritt Group will be deemed conclusive in all respects and will be final.

MALFUNCTION AND LOSS OF SERVICE The results of the auction may be rendered void if a malfunction or temporary loss of service occurs. In such an event, Harritt Group reserve the right to remedy the situation in whichever way best represents the seller, including the cancellation of existing bids. Harritt Group shall not be held liable in any way for any malfunctions or loss of service. Bidder acknowledges and understands that this service may or may not function correctly at the close of the auction. Under no circumstances shall Bidder have any kind of claim against Harritt Group or anyone else if the internet service fails to work correctly during the close of the auction. Harritt Group will not be responsible for any missed bids from any source.

SOLD WITH SELLER'S RESERVE - Final bid price is subject to the seller's confirmation. When the bidding has met the reserve, a notification will be posted and the auction will become absolute and sell to the highest bidder.

PRE-AUCTION SALES Pre-auction offers must meet all auction terms and be submitted to the Auctioneer on the Real Estate Purchase Agreement along with the required deposit. Properly submitted offers will be presented to the seller, who may accept or reject such offer in their sole and absolute discretion.

AGENCY The Harritt Group is acting exclusively as agents for the seller.

SELLER Chris Wiseman & Mike Lewis

Client Detail

1728 Florence Avenue, New Albany, IN 47150

Listing #: 2019011852

Total Finished Sqft: 1,544

Above Grade Finished SqFt: 1,044

Active (10/31/19)



Prop Type: Residential/Farm SubType: Residential County: Floyd Township: **New Albany** New Albany-Floyd Cty 220504201292000008 Subdivision: No School Dst: Subdiv Nm: Parcel#: Beds: Lot Sz: 0.13 / 5,663 Baths: 1 (10) Lot Size Src: Assessor Abv Grd SF: 1,044 Lot Dim: 30 x 193 Tot Fin SF: 1,544 Year Built: 1929 New Const: No Annual Tax: 665 Home Warranty: Tax Year: 2018/2019 No Land Assess: 13,700 DOM: 78,600 92,300 / None Improvements: HOA \$: Total Assess: Directions:

East Spring Street to north on Vincennes Street for 0.7 mile to right on Florence Avenue just past Depauw Avenue and before Charlestown Road. Home on right.

P. 453 SW 1 1/4 L. 59 P. 453 NE 28 3/4' L. 58 Legal:

Tot Deductions: \$59,000 Deduction Type Deduction Type Comment Supplemental Homestd \$14,000 <u>Deduction Type</u> Homestead Standard Comment \$45,000

Remarks

Uptown New Albany Home Online Auction - Bidding Ends Tuesday, November 12 @ 6PM. Selling online for the Doris Wiseman Estate a 1920's two-bedroom bungalow with covered porch, full basement partially finished, and detached garage in uptown New Albany just minutes to shopping, dining, entertainment, schools, and parks. A 30' x 193' partially fenced lot has alley access to a detached garage in need of repair. Property is conveniently located off Vincennes Street between Depauw Avenue and Charlestown Road. Join the Uptown New Albany renaissance! BUYERS PREMIUM 10% Buyer's Premium added to the hammer bid price to determine the final purchase price. REAL ESTATE TERMS 10% Non-refundable down payment in the form of cash, check or wired funds are due within 24 hours following the auction, balance due in 40 days. Taxes prorated to the day of closing. Possession at closing. Selling as is without contingencies, all inspections welcomed prior to the auction. Measurements per courthouse records. OPEN HOUSE Monday, November 4, 4-6 pm, Tuesday, November 12, 11 am - 1 pm or call for a private showing.

Amenities

1 Story Type:

Zoning: Residential Construction: Existing

Outbuildings: Garage Fireplace: Decorative # Fireplaces:

Appliances: Range / Oven, Refrigerator

Aluminum Siding Exterior Type: Exterior Feat:

Covered Porch, Landscaped, Public Sidewalk

1.044.0

Interior Feat: Ceiling Fan(s), Eat-in Kitchen

Road Type: Paved

Measurements

Above Grade Finished: Above Grade Unfinish:

0.0 Below Grade Finished: 500.0 Below Grade Unfinish: 460.0 Nonconform Finished: Nonconform Unfinish:

Foundation:

Basement: Yes

Road Frontage:

Laundry: Yes Laundry Type:

0.0 0.0 1,544

Concrete Block

Other

Laundry Location: Basement

Basement Type: Full, Partially Finished

Room Sizes & Levels

Total Rooms: 5

Garage Size: 20 x 23

Garage Type: Detached, Front Garage Spaces: 1

Entry

Type Dimension Living Room Kitchen Bedroom Bedroom

Bathroom Full

Family Room

25 x 13 1st Floor 12.6 x 13.6 1st Floor 13 x 12.6 1st Floor 13 x 10.6 1st Floor 7 x 7 1st Floor 25 x 20

Level

LL/Basement

Wood Carpet Carpet Carpet Other

Vinyl

Flooring

9 x 6 Closet

Description

Utilities

Water Heater: Electric Water Type: Natural Water:

Public Onsite

Heat Type: Cooling Type: Fuel Type: Forced Air Central Air

Sewer Type:

General Information

Possession: Flood: Seller Will Lease: At Closing No No

Covenants & Restr: Sign:

Terms:

Unknown Yes No



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6/6-14)

Date (month, day, year)

Note: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required

P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not

intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate. Property address (number and street, city, state, and ZIP code) 728 FLORE 1. The following are in the conditions indicated: 071 None/Not None/Not Do Not Do Not Not A. APPLIANCES Defective C. WATER & SEWER SYSTEM Included Defective Included Defective Defective Rented Rented Built-in Vacuum System Cistern Septic Field/Bed Clothes Dryer Clothes Washer Hot Tub Dishwasher Plumbing Disposal Aerator System Freezer Sump Pump Gas Grill Irrigation Systems Hood Water Heater/Electric Microwave Oven Water Heater/Gas Oven Water Heater/Solar Range Water Purifier Refrigerator Water Softener Room Air Conditioner(s) Well Trash Compactor Septic and Holding Tank/Septic Mound TV Antenna/Dish Geothermal and Heat Pump Other: Other Sewer System (Explain) Swimming Pool & Pool Equipment Do Not Yes No Know Are the structures connected to a public water system? None/Not B. Electrical Defective Are the structures connected to a public sewer system? Defective System Included/ Know Are there any additions that may require improvements to Rented the sewage disposal system? Air Purifier If ves, have the improvements been completed on the Burglar Alarm sewage disposal system? Ceiling Fan(s) Are the improvements connected to a private/community water system? Garage Door Opener / Controls Are the improvements connected to a private/community Inside Telephone Wiring sewer system? and Blocks/Jacks D. HEATING & COOLING None/Not Do Not Defective Included Intercom Defective Know SYSTEM Rented Light Fixtures Attic Fan Sauna Central Air Conditioning Smoke/Fire Alarm(s) Hot Water Heat Switches and Outlets Furnace Heat/Gas Vent Fan(s) Furnace Heat/Electric 60/100/200 Amp Service Solar House-Heating (Circle one) Generator Woodburning Stove NOTE: Means a condition that would have a significant "Defect" adverse Fireplace effect on the value of the property, that would significantly impair the health Fireplace Insert or safety of future occupants of the property, or that if not repaired, removed Air Cleaner or replaced would significantly shorten or adversely affect the expected normal life of the premises. Humidifier Propane Tank Other Heating Source Fuel The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below. Signature of Seller Date (mm/dd/yy) Signature of Buyer Date (mm/dd/yy) -15-10 Date (mm/dd/yy) Signature of Seller Signature of Buyer Date (mm/dd/yy) The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Harritt Group, 4704 Corydon Pike New Albany, IN 47150

Signature of Seller (at closing)

Signature of Seller (at closing)

Date (mm/dd/yy)

Date (mm/dd/yy)

Property address (number and street, city, state, and ZIP code)									
2. ROOF	YES	NO	DO NOT KNOW	4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW		
Age, if known Years.			/	Do structures have aluminum wiring?			i		
Does the roof leak?		V		Are there any foundation problems with the structures?			1		
Is there present damage to the roof?		V		Are there any encroachments?			•		
Is there more than one layer of shingles on the house?				Are there any violations of zoning, building codes,					
If yes, how many layers?			1	or restrictive covenants? Is the present use of non-conforming use?		1			
				Explain:					
3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW						
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?		·/							
Is there any contamination caused by the				Is the access to your property via a private road?		1			
manufacture or a controlled substance on the property that has not been certified as		1		Is the access to your property via a public road?					
decontaminated by an inspector approved				Is the access to your property via an easement?		1			
under IC 13-14-1-15? Has there been manufacture of				Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		~			
methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		~		Are there any structural problems with the building?			~		
Explain:				Have any substantial additions or alterations been made without a required building permit?		~			
				Are there moisture and/or water problems in the basement, crawl space area, or any other area?	V				
0				Is there any damage due to wind, flood, termites, or rodents?		1			
				Have any structures been treated for wood destroying insects?			مسا		
				Are the furnace/woodstove/chimney/flue all in working order?	~				
E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS: (Use additional pages, if necessary)			65	Is the property in a flood plain?		1			
				Do you currently pay for flood insurance?		2			
				Does the property contain underground storage tank(s)?			/		
				Is the homeowner a licensed real estate salesperson or broker?		مسا			
				Is there any threatened or existing litigation regarding the property?					
				Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?		~			
				Is the property located within one (1) mile of an airport?		سما			
The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below. Signature of Seller Date (mm/dd/yy) Signature of Buyer Date (mm/dd/yy)									
			(mm/dd/yy) - 15 - 19 (mm/dd/yy)			1.5	(5,5,5)		
Michel of front			4-19			Date (mm/dd/yy)			
The Seller hereby certifies that the condition of Signature of Seller (at closing)	of the prop		stantially the sa (mm/dd/yy)	me as it was when the Seller's Disclosure form was of Signature of Seller (at closing)	riginally p	rovided to Date (mr			
Oignature of Selier (at closing)		Date	(min/dd/yy)	organization of officer (at closing)		Date (IIII	iii duryy)		



FORM #03.





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LEAD-BASED PAINT CERTIFICATION AND ACKNOWLEDGMENT

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (SALES)

For use only by members of the Indiana Association of REALTORS®

2	PROPERTY ADDRESS: 1728 Florence Ave, New Albany, IN 47150							
3	LEAD WADNING OTATEMENT							
4 5	LEAD WARNING STATEMENT							
6	Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead							
7	poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities,							
8	reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to							
9	pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information							
10	on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any							
11	known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended							
12	prior to purchase.							
13								
14	SELLER'S DISCLOSURE							
15 16	(a.) Presence of lead-based paint and/or lead-based paint hazards: (check (i) or (ii) below)							
17	(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):							
18 19								
20	(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.							
21	(ii) A Selici has no knowledge of lead-based paint and/of lead-based paint hazards in the flodsing.							
22								
23	(b.) Records and reports available to the seller: (check (i) or (ii) below)							
24	(i) Seller has provided the buyer with all available records and reports including Seller's Residential Real Estate Sales							
25	Disclosure form, if applicable, pertaining to lead-based paint and/or lead-based paint hazards in the housing (list and							
26	attach documents below):							
27								
28								
29 30	(ii) X Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.							
31	BUYER'S ACKNOWLEDGEMENT (initial)							
32	(c.) Buyer has received copies of all information listed above.							
33	(d.) Buyer has received the pamphlet Protect Your Family From Lead In Your Home.							
34	(e.) Buyer has (check (i) or (ii) below):							
35	(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for							
36	the presence of lead-based paint and/or lead-based paint hazards;							
37	OR							
38	(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or							
39	lead-based paint hazards.							
40	BROKER'S ACKNOWLEDGMENT (initial)							
41	(f.) Broker has informed the seller of seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act							
42	of							
43	1992 (42 U.S.C. 4852d) and is aware of Broker's responsibility to ensure compliance. (NOTE: where the word							
44	"Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.)							
45								
46								
	1728 Florence Ave. New Albany, IN. 47450							
	1728 Florence Ave, New Albany, IN 47150 (Property Address)							
	(Flobelty Address)							

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Forms

Fax: (812)944-5558

CERTIFICATION OF ACCURACY

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The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

This Certification and Acknowledgment may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Certification and Acknowledgment may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

56 57	Con Time	10-30-19		
58	SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
59 60	CHRIS WKEMAD			
61	PRINTED		PRINTED	
62 63	Michel Land	10/30/19		
64	SELLER'S SIGNATURE	DATE	BUYER'S SIGNATURE	DATE
65 66	Michael J. Lewis			
67	PRINTED	<u></u>	PRINTED	
68 69	Duffe Alfans	10-30-19-		
70	LISTING BROKER	DÁTE	SELLING BROKER	DATE



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Form #37. Copyright IAR 2019



1728 Florence Ave, New Albany, IN 47150

(Property Address)

1728 Florence Avenue, New Albany, Indiana 47150



